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18073-E

3-014A011

JAN 14 1993 12:12 PM

January 14, 1993

INTERSTATE COMMERCE COMMISSION

18073-D  
-E

JAN 14 12 12 PM '93  
NOTICE OF RECORDATION

Re: Lease Supplement No. 2 and  
Trust Indenture and Security Agreement Supplement No. 2

Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423  
Attention: Sidney L. Strickland, Secretary

18073-D

JAN 14 1993 12:12 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Secretary:

I have enclosed two fully executed and acknowledged originals of each of the two documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The first document is a Lease Supplement No. 2 dated January 14, 1993 and is a "secondary document" as defined in the applicable regulations. The "primary document" to which this "secondary document" is connected is the Equipment Lease Agreement described below, filed with the Interstate Commerce Commission on December 30, 1992 and assigned recordation number 18073.

The names and addresses of the parties to the Lease Supplement No. 2 are as follows:

Lessee: Wisconsin Central Ltd.  
One O'Hare Centre  
6250 North River Road, Suite 9000  
Rosemont, Illinois 60018

Lessor: Delaware Trust Capital Management, Inc., not in its  
individual capacity but solely as Owner Trustee  
900 Market Street, H02M12  
Wilmington, Delaware 19801

Interstate Commerce Commission  
January 14, 1993  
Page 2

The second document is a Trust Indenture and Security Agreement Supplement No. 2 dated January 14, 1993 and is a "secondary document" as defined in the applicable regulations. The "primary document" to which this "secondary document" is connected is the Trust Indenture and Security Agreement described below filed with the Interstate Commerce Commission on December 30, 1992 and assigned recordation number 18073-A.

The names and addresses of the parties to the Trust Indenture and Security Agreement Supplement No. 2 are as follows:

Owner Trustee: Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee  
900 Market Street, H02M12  
Wilmington, Delaware 19801

Indenture Trustee: The First National Bank of Boston, not in its individual capacity but solely as Indenture Trustee  
150 Royall Street  
Canton, MA 02021

The equipment covered by the documents consists of boxcars and all parts, substitutions, replacements and improvements with respect thereto, except such thereof as remain the property of the Lessee under the Lease referred to below. Such equipment is designated with more particularity in Schedule I to Lease Supplement No. 2 and Schedule 1 to the Trust Indenture and Security Agreement Supplement No. 2.

A fee of thirty-two dollars (\$32.00) is enclosed. Please return one of the originals to me at Thelen, Marrin, Johnson & Bridges, 330 Madison, Suite 1100, New York, New York 10017.

A short summary of each of the documents to appear in the index is as follows:

Lease Supplement No. 2 between Delaware Trust Capital Management, Inc. not in its individual capacity but solely as Owner Trustee, 900 Market Street, H02M12, Wilmington, Delaware 19801 and Wisconsin Central Ltd., One O'Hare Centre, 6250 North River Road, Suite 9000, Rosemont, Illinois 60018, dated January 14, 1993 describes, in Schedule I thereto, the particular additional Units of Equipment accepted under the Equipment Lease Agreement between Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee, and Wisconsin Central Ltd., dated as of December 28, 1992, covering boxcars, flatcars and covered hopper cars

Interstate Commerce Commission  
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Page 3

and all parts, substitutions, replacements and improvements with respect thereto, except such thereof as remain the property of the Lessee under the Lease Agreement. The Equipment Lease Agreement was recorded with the Interstate Commerce Commission on December 30, 1992 and was assigned recordation number 18073.

Trust Indenture and Security Agreement Supplement No. 2 between Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee, 900 Market Street, H02M12, Wilmington, Delaware 19801 and The First National Bank of Boston, not in its individual capacity but solely as Indenture Trustee, 150 Royall Street, Canton, MA 02021 describes on Schedule 1 thereto the particular additional Units of Equipment covered by the Trust Indenture and Security Agreement between Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee and The First National Bank of Boston not in its individual capacity but solely as Indenture Trustee dated as of December 28, 1992, pursuant to which Series A Loan Certificates and Series B Loan Certificates have been issued and which grants a security interest in the boxcars, flatcars and covered hoppers and all parts, substitutions, replacements and improvements with respect thereto, except such thereof as remain the property of the Lessee under the Lease Agreement and certain other collateral described therein; which equipment is subject to the Equipment Lease Agreement. The Trust Indenture and Security Agreement was filed with the Interstate Commerce Commission on December 30, 1992 and was assigned recordation number 18073-A.

Very truly yours,



David P. Graybeal

DPG:mm  
encs.

Interstate Commerce Commission  
Washington, D.C. 20423

1/14/93

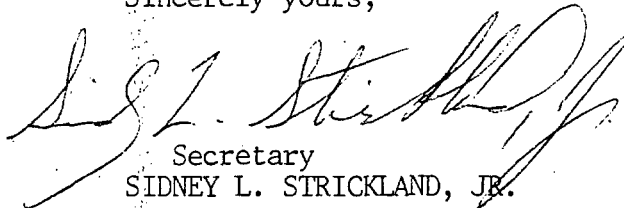
OFFICE OF THE SECRETARY

David P. Graybeal  
Thelen Marrin Johnson & Bridges  
330 Madison Avenue  
New York, N.Y. 10017

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 1/14/93 at 12:20pm, and assigned  
recordation number(s). 18073-D & 18073-E

Sincerely yours,

  
Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

①  
2/16/93

LEASE SUPPLEMENT NO. 2

18073 D  
JAN 14 1993 12 20 PM

INTERSTATE COMMERCE COMMISSION

Dated January 14, 1993

between

DELAWARE TRUST CAPITAL MANAGEMENT, INC.,  
not in its individual capacity except as otherwise expressly  
provided herein but solely as Owner Trustee

Lessor

and

WISCONSIN CENTRAL LTD.

Lessee

CERTAIN RIGHTS, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE HEREUNDER HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF THE FIRST NATIONAL BANK OF BOSTON, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT DATED AS OF DECEMBER 28, 1992 BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE FIRST NATIONAL BANK OF BOSTON, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION

PURSUANT TO 49 U.S.C. § 11303

ON , 1993 AT .M.

RECORDATION NUMBER

## **LEASE SUPPLEMENT NO. 2**

LEASE SUPPLEMENT NO. 2 dated January 14, 1993 (this "*Supplement*") between DELAWARE TRUST CAPITAL MANAGEMENT, INC., a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee (the "*Lessor*") and WISCONSIN CENTRAL LTD., an Illinois corporation (the "*Lessee*");

### **WITNESSETH:**

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement dated as of December 28, 1992 (the "*Lease*"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease;

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date, Seller shall deliver to Lessor a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Lessor, and Lessor purchases and accepts from the Seller, the Units to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Lessor on such Closing Date;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule I hereto and such Units comply in all material respects with the Specifications for such Units and are in good working order.
2. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule I hereto.
3. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule I hereto as of the date hereof.
4. The Closing Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

Lessor:

DELAWARE TRUST CAPITAL  
MANAGEMENT, INC., not in its individual  
capacity except as otherwise expressly provided  
herein but solely as Owner Trustee

By: Curtis H. Cliequeno  
Name: Curtis H. Cliequeno  
Title: Vice President

Lessee:

WISCONSIN CENTRAL LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Receipt of this original counterpart of  
the foregoing Lease Supplement No. \_\_\_\_\_  
is hereby acknowledged this \_\_\_\_\_  
day of \_\_\_\_\_, 199\_\_.

THE FIRST NATIONAL BANK OF  
BOSTON, as Indenture Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF DELAWARE )  
 ) ss:  
COUNTY OF NEW CASTLE )

On this 8th day of January , 1993 before me personally appeared Curtis H. Clicquenois, to me personally known, who being duly sworn, says that he is a Vice President of DELAWARE TRUST CAPITAL MANAGEMENT, INC., that said instrument was signed on \_\_\_\_\_, 19 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By: Rosanna H. Goodwin  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: March 26, 1996

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being duly sworn, says that he is a \_\_\_\_\_ of WISCONSIN CENTRAL LTD., that said instrument was signed on \_\_\_\_\_, 19\_\_\_\_ on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By: \_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

Lessor:

DELAWARE TRUST CAPITAL  
MANAGEMENT, INC., not in its individual  
capacity except as otherwise expressly provided  
herein but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

Lessee:

WISCONSIN CENTRAL LTD.

By: T.F. Power Jr.  
Name: T.F. Power Jr.,  
Title: EVP-CFO

Receipt of this original counterpart of  
the foregoing Lease Supplement No.  
\_\_\_ is hereby acknowledged this \_\_\_  
day of \_\_\_\_\_, 199\_\_.

THE FIRST NATIONAL BANK OF  
BOSTON, as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

STATE OF DELAWARE                    )  
  ) ss:  
COUNTY OF NEW CASTLE            )

On this            day of                    , 19   , before me personally appeared  
\_\_\_\_\_, to me personally known, who being duly  
sworn, says that he is a \_\_\_\_\_ of DELAWARE TRUST CAPITAL  
MANAGEMENT, INC., that said instrument was signed on                    , 19   on behalf  
of said corporation by authority of its Board of Directors, and he acknowledged that the  
execution of the foregoing instrument was the free act and deed of said corporation.

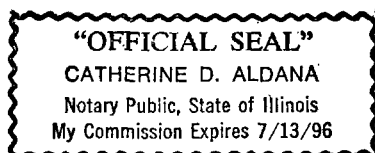
By: \_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) ss:  
COUNTY OF COOK                    )

On this 8th day of January            , 1993, before me personally appeared  
T. F. Power, Jr. \_\_\_\_\_, to me personally known, who being duly sworn,  
says that he is an Exec. V.P.-C.F.O. \_\_\_\_\_ of WISCONSIN CENTRAL LTD., that  
said instrument was signed on            January 8, 1993 on behalf of said corporation by  
authority of its Board of Directors, and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said corporation.



By: Catherine D. Aldana  
Notary Public

[NOTARIAL SEAL]

My Commission Expires:                    7/13/96

Schedule I  
to  
Lease Supplement No. 2

Group A Equipment

One hundred seventy (170)  
100-Ton Boxcars (New  
Construction) bearing the  
following marks:  
WC 21030-21199 (inclusive)

Equipment Cost = \$9,970,500